

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

MARLON MONTOYA,) CASE NO. 3:14-cv-02740-WHO

Plaintiff,) **JUDGMENT**

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RELIANCE STANDARD LIFE
INSURANCE COMPANY, THE RSL
GROUP AND BLANKET TRUST,

Defendants

On February 4, 2015, this Court heard motions for partial summary judgment and held at that hearing that Reliance Standard Life Insurance Company (“Reliance Standard”) was entitled to an IME, and the parties were directed to meet and confer in an attempt to reach an agreement as to a physician who was qualified to conduct the IME and willing to allow plaintiff’s counsel to attend. The parties reached an agreement and the IME was performed.

On March 2, 2015, this Court issued its Order Denying Plaintiff's Motion for Partial Summary Judgment, and its Order Denying Defendants' Motion for Summary Judgment. These motions concerned the right of Reliance Standard to conduct an IME during an administrative appeal, and the right of Montoya to review medical reviews done by Reliance Standard during the administrative appeal prior to its making a decision on that administrative appeal, and whether or not Montoya had exhausted his administrative remedies.

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1 On September 27, 2016, this Court issued its Order on Cross-Motions for Summary
 2 Judgment, holding under a de novo standard of review that Reliance Standard erred and
 3 determined that Montoya was entitled to long term disability benefits and it granted Montoya's
 4 motion for summary judgment, and denied Reliance Standard's motion for summary judgment.
 5 Because this Court found that neither side adequately addressed the issue of the appropriate
 6 remedy at that time, the Court ordered the parties to meet and confer on a proposed form of
 7 judgment. The parties were unable to agree on the terms of the judgment, and after appropriate
 8 briefing on the disputed issues, on December 19, 2016 this Court issued its Order on Disputes re
 9 Final Judgment, which resolved the disputes over the appropriate remedy. This Court then again
 10 directed the parties to meet and confer and propose a form of judgment, which they have done,
 11 and which the Court now adopts. Any portion of this judgment which is not based upon findings
 12 of the Court is based upon the agreement of the parties.

13 Accordingly, the Court enters judgment as follows:

14 1. The Court finds that defendant, Reliance Standard, erred in denying long term
 15 disability benefits to plaintiff, Marlon Montoya, and it orders Reliance Standard Life Insurance
 16 Company to pay back benefits to Marlon Montoya for the time period of September 24, 2012
 17 through September 23, 2014 (the "own occupation" period) in the amount of \$35,435.95, plus
 18 prejudgment interest in the amount of \$785.70, calculated on stipulation of the parties following
 19 the Court's determination of the appropriate rate in the Court's order on December 19, 2016,
 20 docket 95, pp. 3-4.

21 2. The definition of disability changes from "own occupation" to "any occupation"
 22 on September 24, 2014. Accordingly, the Court remands this case to Reliance Standard Life
 23 Insurance Company to determine whether or not Marlon Montoya is entitled to additional
 24 benefits beginning September 24, 2014. Reliance Standard Life Insurance Company may, within
 25 20 days of the entry of this judgment, provide a new proof of claim form to be completed by Mr.
 26 Montoya, if it so desires. Commencing upon submission of such information as may be
 27 requested by Reliance Standard Life Insurance Company, or such information as desired by Mr.

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1 Montoya, Reliance Standard Life Insurance Company shall adjudicate the claim for further
2 benefits in accordance with 29 C. F. R. 2560.503-1, including an administrative appeal.

3 3. Plaintiff may seek costs and fees under F. R. C. P., Rule 54. The time to file any
4 motion for fees is extended from fourteen days following entry of judgment until 30 days
5 following entry of judgment. 

Date: February 2, 2017

By:

**HONORABLE WILLIAM H. ORRICK
UNITED STATES DISTRICT JUDGE**

Approved as to form:

11 | Dated: February 2, 2017

LAW OFFICES OF LAURENCE F. PADWAY

By: /s/Laurence F. Padway
LAURENCE F. PADWAY
Attorneys for Plaintiff
MARLON MONTOYA

15 | Dated: February 2, 2017

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